

PROCEEDINGS OF THE AUTHORITY BEFORE BENCH 5
PRESIDED BY SHRI G.R. REDDY, HON'BLE MEMBER

Dated: 7TH DECEMBER, 2023

COMPLAINT NO: CMP/221226/0010518

COMPLAINANT...

1. Mr. RAGHUVeERA RAO K
2. Mrs. P.N. ANJALI
Both residing at:
No. 2513, Sathyashraya,
17th Main, 26th Cross,
BSK II Stage,
Bangalore-560070.

(Parties in person)

Vs

RESPONDENT.....

M/s MEDA GREENS
Sy.No. 101/1, Valagerahalli
Village, Kengeri Hobli,
Mysore Road, Bangalore
South Taluk
Bengaluru-560060.

(Exparte)

JUDGEMENT

1. This complaint is filed under section 31 of the RERA Act against the project "**Meda Greens**" developed by **M/s Meda Greens**" for the relief of refund with interest.
2. This project has been registered with RERA vide registration No. PRM/KA/RERA/1251/310/PR/171015/000831.

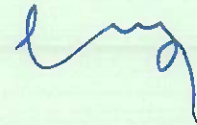


3. This project is situated at, Sy.No.101/1, Mysore Road, Valagerahalli village, Kengeri Hobli, Bangalore South, Bangalore Urban.

Brief facts of the complaint are as under:-

4. The complainant had booked Flat No. C-904, identified 3 BHK apartment at 9th floor in the project developed by the respondent namely "**MEDA GREENS**" and the complainant had totally paid an amount of **Rs. 17,82,000/- (Rupees Seventeen lakhs Eighty two thousand only)** out of total sale consideration of Rs. 89,10,000/- through NEFT Rs. 50,000/- on 31-07-2022, Rs. 50,000/- on 05-08-2022 and Rs. 16,82,000/- through Cheque bearing No. 000091 dated 28-09-2022. The respondent had issued receipts for having received the an amount of Rs. 17,82,000/- vide receipt No. 390401 dated 31-07-2022 for Rs. 50,000/-, Receipt No. 390402 dated 05-08-2022 for Rs.50,000/- and receipt No. 4800015 dated 28-09-2022 for Rs. 16,82,000/- with regard to the payment paid by the complainant. The respondent has sent demand notice through email for next payment schedule. The complainant approached HDFC Bank for home loan for the next payment, but the HDFC Bank rejected home loan due to builder's fault due to technical deviation as works have stopped at the site. As per the agreement the respondent has to complete the project on or before 31st December, 2022 with grace period of 6 months.

5. Without any reason or fault by the complainant, the respondent has cancelled the flat C-904 and intimated the same



through email on 20-10-2022. The clauses mentioned in the agreement clearly speaks that the respondent/builder has to intimate to the allottee / complainant well in advance at least 30 days before. The respondent has got registration before the RERA and the registration has expired on 1-04-2022 and further extension is not applied. When the Complainant has enquired with the respondent regarding completion of the project, the respondent has not given assurance when the project will be completed. The Respondent has registered the to the third person the property which was booked by the complainant. Hence, the complainant has demanded to the respondent on 14th Nov. 2022 to refund the entire amount with interest. The complainant has also sent reminder to the respondent through post which was refused to receive by the respondent. The respondent also has not intimate when the project will be completed. Hence, this complaint.

6. After registration of the complaint, notice were issued to both complainant and respondent to appear before the Authority. The complainant appeared before the Authority and submitted documents in respect of his claim. The copies of the documents also sent to the respondent through e-mail as well as post. The acknowledgement for having sent the document to the respondent are produced before the Authority. The respondent has remained absent, hence placed ex parte.

7. The complainant in support of his claim has produced documents such as Memo of Calculation date 17-11-2023, copies



of receipts, Agreement of Sale, EC with regard to sold flat to third person, e-mail correspondence letters. This matter was heard on 13-09-2023 and 16-11-2023.

8. On the above averments, the following points would arise for my consideration:-

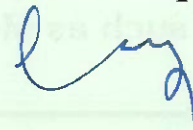
1. Whether the complainant is entitled for the relief claimed?
2. What order?

9. My answer to the above points are as under:-

1. In the Affirmative.
2. As per final order for the following.

REASONS

10. My answer to Point No.1:- From the materials available on record, it is apparent that the respondent had received an amount of **Rs. 17,82,000/- (Rupees Seventeen lakhs Eighty two thousand only)** and the respondent had also acknowledged the same vide receipts No. 390401 dated 31-07-2022, 390402 dated, 05-082022 and 4800015 dated 28-09-2022. It is clearly shown on the documents available on records that the respondent had not completed the project within 31st December, 2022 with grace period of six months as per Agreement of sale. The respondent has registered the flat which was given to the complainant to someone without giving intimation to the complainant. The respondent failed to complete the project within the period as mentioned in the Agreement of sale. Looking to the attitude of the Respondent, the



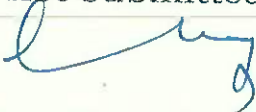
complainant has sent e-mail to the respondent cancelling the booking and requested to return the amount of **Rs. 17,82,000/- (Rupees Seventeen lakhs Eighty two thousand only)** with interest.

11. As per section 18(1) of RERA Act, in case the allottee wishes to withdraw from the project the promoter is liable without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building as the case may be with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

12. Therefore, as per section 18(1) of the Act, the promoter is liable to return the amount received along with interest and compensation if the promoter fails to complete or provide possession of an apartment etc., in accordance with sale agreement.

13. From the averments of the complaint and the documents submitted by the complainant, the complainant has paid an amount of **Rs. 17,82,000/- (Rupees Seventeen lakhs Eighty two thousand only)** and the respondent had also accepted the same.

14. The complainant has filed his memo of calculation as on 17-11-2023 claiming a refund of **Rs. 19,85,900/- (Rupees Nineteen lakhs Eighty five thousand Nine hundred only)** including interest. The respondent has not resisted the said memo of calculation filed by the complainant and he has not submitted his

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Memo of calculation in spite of providing sufficient opportunity. On verification of the memo of calculation filed by the complainant reveals that his claim is genuine.

15. Having regard to all these aspects as mentioned above, this Authority concludes that the complainant is entitled for refund with interest as claimed vide his memo of calculation dated 17-11-2023.

16. Therefore, it is incumbent upon the respondent to refund the amount with interest which is determined as under:

**Memo of Calculation for Refund submitted by the
Complainants as on 17-11-2023**

PRINCIPLE AMOUNT (A)	INTEREST (B = 1 + 2 + 3) AS ON 28-07-2023	REFUND FROM PROMOTER (C)	TOTAL BALANCE AMOUNT (A + B - C)
17,82,000	2,03,900	0	19,85,900

17. Accordingly the point raised above is answered in the Affirmative.

18. **My answer to point No.2:-** In view of the above observations, I am of the opinion that this complaint deserves to be allowed. Hence, I proceed to pass the following:

ORDER

19. In exercise of the powers conferred under Section 31 of the Real Estate (Regulation and Development) Act, 2016, the complaint bearing No. **CMP/221226/0010518** is hereby allowed.

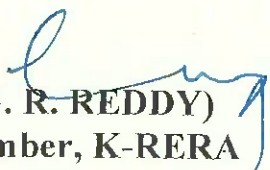


a. Respondent is directed to pay a sum of **Rs. 19,85,900/- (Rupees Nineteen lakhs Eighty five thousand Nine hundred only)** towards refund with interest to the complainant within 60 days from the date of this order as per the calculation of the Complainant calculated as per MCLR + 2% till 17-11-2023

b. The interest due from 18-11-2023 up to the date of final payment will be calculated likewise and payable to the complainant.

The complainant is at liberty to initiate action in accordance with law, if the respondent fails to comply with this order.

No order as to the costs.


(G. R. REDDY)
Member, K-RERA

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